United States District Court EASTERN DISTRICT OF TEXAS SHERMAN DIVISION

JOSEPH MICHAEL PHILLIPS,	§
Plaintiff,	§ Civil Action No. 4:22-cv-184§ Judge Mazzant
v.	Š
COLLIN COMMUNITY COLLEGE DISTRICT, et al.,	§ § § 8
Defendants.	§

ORDER IN LIMINE

Pending before the Court are the remaining issues in Defendants' Motion in Limine (Dkt. #72) that were taken under advisement at the Final Pretrial Conference held on October 23, 2023 (Dkt. #83). These issues were not resolved by the Court's Order in Limine, dated October 24, 2023 (Dkt. #84). The Court makes the following rulings on these issues:

19. Any evidence, statement or argument concerning the employment/termination of Lora Burnett, Suzanne Jones and/or Audra Heaslip, or any other employee.

		r,	<i>y</i>
Granted	Denied X	Agreed	
The Court notes that wh	ether a custom exists is	a question of fact. Log	pez v. City of Houston, No.
CIV.A. H-02-3809, 2008	WL 437056, *9 (S.D. To	ex. Feb. 14, 2008) (citii	ng Bennett v. City of Slidell,
728 F.2d 762, 768 (5th Ci	ir. 1984)). Moreover, De	efendants do not explai	n how the probative value
is substantially outweighe	ed by a danger of unfair p	prejudice.	
20. Any evider	nce, statement or argum	ent concerning the con	tract nonrenewals of other

college professors at any time, including professors Burnett, Heaslip, Jones, Hanson, or any others.

Granted _____ Denied ___ X ___ Agreed _____

The Court notes that whether a custom exists is a question of fact. *Lopez v. City of Houston*, No. CIV.A. H-02-3809, 2008 WL 437056, *9 (S.D. Tex. Feb. 14, 2008) (citing *Bennett v. City of Slidell*, 728 F.2d 762, 768 (5th Cir. 1984)). Moreover, Defendants do not explain how the probative value is substantially outweighed by a danger of unfair prejudice.

22. Any evidence, statement or argument concerning settlement agreements and/or nondisclosure agreements signed by other Collin College employees. Such evidence/testimony is irrelevant and/or any probative value of admitting such evidence does not substantially outweigh its prejudicial effect. Fed. R. Evid. 401, 403.

	Granted	X	Denied	Agreed	
Whil	e the factual ba	asis of o	ther potential first a	mendment retaliation allegations n	night be relevant,
the C	Court does not	see how	settlement agreem	nents or nondisclosure agreements	are relevant.

23. Any evidence, statement or argument concerning the unauthenticated video of Dr. Robert Collins at an apparent campaign event, or any other videos of members of the college's Board of Trustees.

Granted	 Denied	X	Agreed	
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37. Any evidence, statement or argument concerning allegations of harassment or retaliation at Collin College unrelated to Plaintiff.

Granted _____ Denied X Agreed ____

The Court notes that whether a custom exists is a question of fact. *Lopez v. City of Houston*, No. CIV.A. H-02-3809, 2008 WL 437056, *9 (S.D. Tex. Feb. 14, 2008) (citing *Bennett v. City of Slidell*, 728 F.2d 762, 768 (5th Cir. 1984)). Moreover, Defendants do not explain how the probative value is substantially outweighed by a danger of unfair prejudice.

38. Any evidence, statement or argument from Plaintiff or any other lay witness as to what they have been told by any doctor, nurse, or other healthcare professional about the degree, cause, nature, or extent of any injuries to Plaintiff's physical, mental, emotional, and/or psychological condition.

Granted X Denied Agreed

The Court is not convinced that any exception to the rule against hearsay applies here. *See Gray v. Energy XXI GOM LLC*, No. CIV.A. 12-165-JJB, 2013 WL 4011990, *6 (M.D. La. Aug. 5, 2013) ("Reference by [the plaintiff] as to what he was told by a physician, osteopath, chiropractor or any other healthcare provider with regard to physical conditions, disabilities, or recommended treatments is excluded as hearsay under Federal Rule of Civil Procedure 802.").

IT IS SO ORDERED.

SIGNED this 6th day of November, 2023.

AMOS L. MAZZANT

UNITED STATES DISTRICT JUDGE